

Appendix I

UDRP

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;

b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at <http://www.icann.org/en/dndr/udrp/approved-providers.htm> (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

(i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and

(ii) you have no rights or legitimate interests in respect of the domain name; and

(iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved

based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions

under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the

decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

Appendix II

RDRP

Restrictions Dispute Resolution Policy (RDRP)

1. Purpose. This Restrictions Dispute Resolution Policy (the “RDRP”) is incorporated by reference into your .BIZ Registration Agreement. It sets out the terms and conditions that will apply in the event of a dispute between you (as the registrant) and a third party other than us (as the registrar) or the registry administrator for the .BIZ top-level domain over the registration or use of your domain name in violation of the .BIZ Registration Restrictions (available at www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm). Proceedings under Paragraph 4 of the RDRP will be conducted according to the Supplemental Rules for Restrictions Dispute Resolution Policy (the “Supplemental RDRP Rules”), which are available below, and the selected administrative dispute resolution service provider’s supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; (d) you will not knowingly use the domain name in violation of any applicable laws or regulations; (e) your domain name registration does not and will not violate the terms and conditions of the .BIZ Registration Restrictions. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights. It is also your responsibility to determine whether your domain name registration violates the .BIZ Registration Restrictions.

3. Cancellations, Transfers and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under the RDRP or a later version of the RDRP adopted by ICANN.

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your .BIZ Registration Agreement, ICANN policy, or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative dispute resolution service providers listed at <http://www.icann.org/en/dndr/udrp/approved-providers.htm> (each, a "Provider").

a. **Applicable Disputes.** In addition to the grounds set out in Paragraph 4(a) of the UDRP, you will also be required to submit to a mandatory administrative proceeding in the event that a complainant asserts to a Provider that your domain is not being or will not be used primarily for a bona fide business or commercial purpose. In the administrative proceeding, the complainant will bear the burden of proving that the above element is present. A complaint under the RDRP will not be considered valid if based exclusively on the alleged non-use of your domain name.

b. **Bona Fide Business or Commercial Use.** "Bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

- i. to exchange goods, services, or property of any kind; or
- ii. in the ordinary course of trade or business; or
- iii. to facilitate the exchange of goods, services, information, or property of any kind or the ordinary course of trade or business.

c. **Not a Bona Fide Business or Commercial Use.** Registering a domain name solely for the purposes identified below shall not constitute a "bona fide business or commercial use" of that domain name:

- i. selling, trading or leasing the domain name for compensation, or
- ii. the unsolicited offering to sell, trade or lease the domain name for compensation.
- iii. For illustration purposes, the following shall not constitute a "bona fide business or commercial use" of a domain name:
 - a. Using or intending to use the domain name exclusively for personal, noncommercial purposes; or
 - b. Using or intending to use the domain name exclusively for the expression of noncommercial ideas (e.g., registering exclusively to criticize or otherwise express an opinion on the products or services of ABC company, with no other intended business or commercial purpose).

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The [Supplemental RDRP Rules](#) state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the “Administrative Panel”).

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by the RDRP or another dispute resolution policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to the RDRP shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in the [Supplemental RDRP Rules](#), in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under the RDRP will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business

day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under the [Supplemental RDRP Rules](#). (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under the RDRP except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of the RDRP. In the event that you transfer a domain name registration to us during the

pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify the RDRP at any time with the permission of ICANN. We will post the revised RDRP at (<http://www.icann.org/en/help/dndr/rdrp>) at least thirty (30) calendar days before it becomes effective. Unless this version of the RDRP has already been invoked by the submission of a complaint to a Provider, in which event the version of the RDRP in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this version of the RDRP, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised RDRP will apply to you until you cancel your domain name registration.

Appendix III

SDRP

Sunrise Challenge Policy (Revised)

[This revised version of the Policy was posted November 20, 2001, pursuant to the Policy Modification provisions (see paragraph 7) and after approval by ICANN.]

1. **Purpose.** This Sunrise Registration Challenge Policy (the "Policy") has been adopted by Afilias. The Policy applies to domain names originally created during the Sunrise Registration Period, which began on July 25, 2001 and ended on August 31, 2001, including any subsequent transfers of such names under this policy. It is incorporated by reference into the <.info> Registration Agreement (the "Registration Agreement"). It sets forth the terms and conditions in connection with a dispute between you (as the registrant) and any party other than us (as the registrar) or the registry operator for the <.info> top-level domain (the "Registry") regarding the compliance of your registration of a second-level domain name (the "Domain Name") with the sunrise registration conditions set forth in the Registration Agreement. However, the Registry reserves the right to bring, after the conclusion of the Sunrise Challenge Period, a Challenge of Last Resort in connection with Sunrise registrations appearing to be made in violation of the sunrise registration conditions.

Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Sunrise Registration Challenge Policy (the "Rules"), which are available at <http://www.afilias.info> .

2. **Your Representations.** By applying to register a Domain Name in accordance with the Sunrise registration conditions of the Registration Agreement, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) the registration of the Domain Name complies with the sunrise registration conditions set forth in the Registration Agreement; (c) to your knowledge, the Domain Name will not infringe upon or otherwise violate the rights of any third party; (d) you are not registering the Domain Name for an unlawful purpose; and (e) you will not knowingly use the Domain Name in violation of any applicable laws or regulations. It is your responsibility to determine whether your Domain Name registration infringes or violates someone else's rights.
3. **Cancellations, Transfers, and Changes.** We will cancel, transfer or otherwise make changes to a domain name registration that is subject to this Policy under the following circumstances:
 - a. subject to the provisions of Paragraph 6, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action; and/or

b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

c. our receipt of a decision requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by Afilias.

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of the Registration Agreement or other legal requirements.

4. **Mandatory Administrative Proceeding.**

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be administered by the World Intellectual Property Organization Arbitration and Mediation Center (the "Center").

a. **Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party (the "Challenger") asserts to the Center, in compliance with the Rules, that:

(i) at the time of your registration of the Domain Name, no current (non-expired) trademark or service mark registration was issued in your name;¹ or

(ii) the Domain Name is not identical to the textual or word elements of the trademark or service mark registration on which the registration of your Domain Name is based;² or

(iii) the trademark or service mark registration on which the registration of your Domain Name is based is not of national effect;³ or

(iv) the trademark or service mark registration on which the registration of your Domain Name was based did not issue prior to October 2, 2000.

All challenges under this Policy (except the Challenge of Last Resort) must be submitted to the Center not later than one hundred and twenty (120) days after the conclusion of the Sunrise Registration Period, which is 23:59 UTC, December 26, 2001.

b. **Challenger's Compliance with the Sunrise Registration Conditions.** A Challenger seeking transfer of the Domain Name is required to demonstrate, as part of the administrative proceeding and as a condition for such transfer, the Challenger's compliance with the Sunrise registration conditions.

c. **How to Demonstrate Compliance with the Sunrise Registration Conditions.** To demonstrate compliance with the Sunrise registration conditions, a Party must submit, as

further specified in the Rules, an original or a certified copy of a trademark or service mark certificate establishing that:

(i) at the time of the registration of the Domain Name, a trademark or service mark was registered in the name of the Party, and was current (non-expired), as evidenced by the date(s) set forth in the certificate itself;⁴ and

(ii) the textual or word elements of the trademark or service mark registration are identical to the Domain Name;⁵ and

(iii) the trademark or service mark registration is of national effect;⁶ and

(iv) the trademark or service mark registration was issued prior to October 2, 2000.

d. Multiple Challenges. . In the event more than one challenge is submitted to the Center regarding the same Domain Name, all such challenges will be queued in accordance with the date and time they were received by the Center. The first challenge to be filed will be granted priority, provided the Center is satisfied that the Challenger concerned paid the Challenger's fee in accordance with the Rules. Priority Challenge / Priority Challenger refers to a Challenge that has been given notice that it has priority under this Paragraph. Any further Challenges in the queue will be dealt with in accordance with the provision of subparagraph 4.e.

e. Decision. The challenge will be decided upon by the Center as set out in Subparagraphs (i)-(v) below. The Center's determination of whether the Sunrise registration conditions set forth in Paragraph 4(c) are met will be based solely on a prima facie examination of any trademark or service mark certificates submitted in relation to the information contained in the relevant Afiliis Whois database. The Center's decision is of an administrative nature and shall be final. The Center shall not be required to state reasons for its decision.

(i) If the Center finds that you have registered the Domain Name in compliance with the sunrise registration conditions set forth in the Registration Agreement, the Center will dismiss the Priority Challenge, as well as all other challenges in the queue, if any.

(ii) If the Center is unable to find that you have registered the Domain Name in compliance with the sunrise registration conditions set forth in the Registration Agreement, the Priority Challenge will be granted⁷. If the Priority Challenger has requested transfer, this will be subject to a decision by the Center that the challenge complies with the sunrise registration conditions set forth in Paragraph 4(c), failing which Subparagraph (iii) shall apply.

(iii) If a prevailing Priority Challenger sought a cancellation or if neither Party established compliance with the sunrise registration conditions set forth in Paragraph 4(c), or if the Center is informed by the Registry that a prevailing Priority Challenger,

who sought a transfer and established compliance with the sunrise registration conditions set forth in Paragraph 4(c), has failed to register the Domain Name in its name by the end of the time period stipulated in Paragraph 4(l) of this Policy, the Center shall proceed to the next Challenger in the queue, if any, seeking transfer of the Domain Name. Such Challenger shall be granted the opportunity to register the Domain Name in its name, only if such Challenger has submitted a challenge which is in formal compliance with the Policy and the Rules, the Center is satisfied that the Challenger has paid the Challenger's fee in accordance with the Rules and decides that such challenge complies with the sunrise registration conditions set forth in Paragraph 4(c). (Any such registration by a Successful Challenger will be subject to the Sunrise Registration Policy.) This procedure will be repeated until the Domain Name has been registered in the name of a Challenger in the queue, if any, or until there are no Challengers in the queue.

(iv) If, upon the expiry of the Sunrise Challenge Period there are no Challengers in the queue, the Domain Name will be made available at a later date in accordance with the Registry's procedures.

(v) As soon as a Domain Name has been registered in the name of a Challenger in accordance with the previous provisions of this Paragraph, the Registry will notify the Center thereof and any remaining challenges will be deemed terminated and no subsequent challenges allowed.

f. **Initiation of Proceeding.** The Rules state the process for initiating and conducting a proceeding under this Policy.

g. **Consolidation.** A challenge may not relate to more than one Domain Name. In the event a Challenger under this Policy submitted more than one challenge against you, either you or the Challenger may petition the Center to consolidate such disputes. The Center may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy.

h. **Fees.** In accordance with the Rules, the submission of a challenge under this Policy (subject to any other arrangements that may apply to the submission of Challenges of Last Resort filed by the Registry), as well as the submission of a response thereto, is subject to the payment of, respectively, a Challenger's fee and a Respondent's fee in the amount of USD 295, subject to the provisions of Rules, Paragraph 13. All payments are to be made by credit card. If a challenge is submitted, but the Challenger's fee is not paid in accordance with the Rules, the challenge will be dismissed on the basis of the Challenger's failure to pay its fee. If the Respondent's fee is not paid in accordance with the Rules, the challenge will be granted on the basis of the Respondent's failure to pay its fee, provided the challenge is in formal compliance with the Policy and Rules. If the Challenger has requested transfer of the Domain Name, that transfer will be subject to the Center's decision that the challenge complies with the Sunrise registration conditions set forth in Paragraph 4(c). The Rules describe the circumstances under which either the

Challenger or the Respondent will be entitled to a reimbursement of the fees paid.

i. **Our Involvement in Administrative Proceedings.** We do not, and will not, participate in the administration or conduct of any proceeding before the Center under this Policy. In addition, we will not be liable as a result of any decisions rendered by the Center. The Registry reserves the right to bring, after the conclusion of the Sunrise Challenge Period, a Challenge of Last Resort, as set forth in Paragraph 1.

j. **Remedies.** The remedies available to a Challenger shall be limited to requiring the cancellation of your Domain Name registration or the transfer of your Domain Name registration to the Challenger.

k. **Notification.** The Center shall notify any decision made under this Policy with respect to a Domain Name you have registered with us in accordance with the Rules.

l. **Implementation of the Decision.** The Center will notify its decision to the Registry for implementation. If the Center decides that the domain name be transferred to the Challenger, it shall provide the Challenger with an authorization code generated by the Registry which will allow the Challenger to register the Domain Name in its name, and update all WHOIS information, at the registrar of its choice, within 30 days of the date on which the notification of the authorization code is sent to the Challenger, in accordance with and subject to the Sunrise registration conditions set forth in the Registration Agreement. The Challenger must update all WHOIS information to be in compliance with the original Sunrise terms pertaining to the transferred Domain Name within the above-mentioned 30 day time period.

m. **Request for Information.** Afilias reserves the right to request and verify information under Paragraph 4(c) of this Policy directly from any party at any time.

5. **Maintaining the Status Quo.** Except as may be required by other policies or legal requirements, we will not cancel, transfer, activate, deactivate, or otherwise change the status of any Domain Name registration subject to this Policy, except as provided in Paragraph 3 and 4 above and 6 below.

6. **Transfers During a Dispute.**

a. **Transfers of a Domain Name to a New Holder.** You may not transfer your Domain Name registration that is subject to this Policy to another holder until all challenges brought pursuant to this Policy in relation to this Domain Name have been resolved, except that a transfer may be made to the Priority Challenger in a pending administrative proceeding under this Policy (e.g., in the event of a settlement of the dispute), provided that the Center decides that the challenge complies with the Sunrise registration conditions set forth in Paragraph 4(c). Any registration pursuant to such transfer will be

subject the sunrise registration conditions set forth in the Registration Agreement.

b. **Changing Registrars.** You may not transfer your Domain Name registration that is subject to this Policy to another registrar until all challenges pursuant to this Policy have been resolved.

7. **Policy Modifications.**

Afilias reserves the right to modify this Policy at any time with the permission of ICANN. We will post the revised Policy at <http://www.afilias.info> at least fifteen (15) days before it becomes effective. Unless this Policy has already been invoked by the submission of a challenge to the Center, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any Domain Name registration dispute, whether the dispute arose before, on or after the effective date of the change. In the event that you object to a change in this Policy, your sole remedy is to cancel your Domain Name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your Domain Name registration.

¹ A registration in the supplemental register of the United States Patent and Trademark Office does not qualify as such registration. [back](#)

² Identity will be deemed to exist also where there is a space between the textual or word elements of the mark (e.g., service mark) and a hyphen is used or the elements are combined in the Domain Name (e.g., service-mark.info or servicemark.info). In all other respects, the Domain Name must be identical to the textual or word elements of the mark. [back](#)

³ For instance, European Community Trademarks meet the condition of national effect, but United States state trademarks or service marks do not. [back](#)

⁴ Reference is made to footnote 1. [back](#)

⁵ Reference is made to footnote 2. [back](#)

⁶ Reference is made to footnote 3. [back](#)

⁷ The Center will be unable to find that you have registered the Domain Name in compliance with the sunrise registration conditions set forth in the Registration Agreement if inter alia you fail to pay the Respondent's fee referred to in Paragraph 4(h) of this Policy. [back](#)

Appendix IV

ERDRP

Eligibility Requirements Dispute Resolution Policy (the "Policy")

1. Purpose. This Eligibility Requirements Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with certain kinds of disputes between you and any party other than us (the registrar) over the registration and use of an Internet domain name, second level domain e-mail ("SLD E-mail") address or Defensive Registration (as described in the eligibility requirements for the .name TLD, posted at <URL>, hereafter referred to as the "Eligibility Requirements") registered by you in the .name TLD. This Policy does not apply to non-SLD E-mail addresses, or other e-mail addresses not registered in the .name TLD. The proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Eligibility Requirements Dispute Resolution Policy (the "Rules of Procedure"), which are available at <URL>, and the selected administrative dispute resolution service provider's supplemental rules. This Policy is in addition to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), posted at <URL>, which also applies to you. For the purposes of this Policy, the term "Registered Name" means a registered domain name on the second or third level, or SLD E-mail address registration in the .name TLD.

2. Your Representations. By applying to register a Defensive Registration or Registered Name, or by asking us to maintain or renew a Defensive Registration or Registered Name, you hereby represent and warrant to us that, to your knowledge, the registration of your Defensive Registration or Registered Name conforms to the Eligibility Requirements. It is your responsibility to determine whether your Defensive Registration or Registered Name meets these Eligibility Requirements.

3. Cancellations, Transfers, and Changes. In addition to the circumstances described in Paragraph 3 of the UDRP, we will cancel, transfer or otherwise make changes to Defensive Registrations or Registered Names upon our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraphs 5(f) and 5(h) below.) We may also cancel, transfer or otherwise make changes to a Defensive Registration or Registered Name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding. This paragraph sets forth the types of disputes for which you are required to submit to a mandatory administrative proceeding under this Policy. These proceedings will be conducted before an ERDRP administrative dispute resolution provider which has been approved by ICANN (a "Provider"). A list of Providers is available at <URL>.

(a) Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that:

(i) for challenges to Registered Names, your Registered Name does not meet the Eligibility Requirements;

(ii) for challenges to Phase I Defensive Registrations (as defined in the Eligibility Requirements), your Phase I Defensive Registration does not meet the Eligibility Requirements for Phase I Defensive Registrations; and/or

(iii) for challenges to Phase I Defensive Registration and/or Phase II Defensive Registrations (as defined in the Eligibility Requirements), the complainant meets the Eligibility Requirements to register a Personal Name (as defined in the Eligibility Requirements) that would otherwise be blocked by your Defensive Registration.

In the administrative proceeding, the complainant must prove these elements.

(b) Registered Name Disputes: Evidence of Registration in Violation of the Eligibility Requirements. For the purposes of Paragraph 4(a)(i), if the Panel finds that:

(i) the name corresponding to the Registered Name is not your legal name (possibly with additional characters as permitted by the Eligibility Requirements);

(ii) the name corresponding to the Registered Name is not the name of a fictional character in which you have trademark or service mark rights (possibly with additional characters as permitted by the Eligibility Requirements); and

(iii) you (as an individual) have not been commonly known by the name corresponding to the Registered Name (possibly with additional characters as permitted by the Eligibility Requirements);

then such finding shall be evidence that your Registered Name violated the Eligibility Requirements. If the Panel finds that your Registered Name violated the Eligibility Requirements, the Panel shall exercise the remedies set forth in Section 5(f)(i).

(c) Registered Name Disputes: How to Demonstrate Your Rights to and Legitimate Interests in the Registered Name in Responding to a Complaint. For the purposes of Paragraph 4(a)(i), when you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared.

(d) Phase I and Phase II Defensive Registrations: The Effect on Your Defensive Registration in the Event that a Complainant Establishes Rights to and Legitimate Interests in the Registered Name. In the event that the Panel determines that a complainant may register a Personal Name (as defined in the Eligibility Requirements) that conflicts with

your Defensive Registration, then the Panel shall exercise the remedies set forth in Paragraph 5(f)(ii).

(e) Phase I Defensive Registrations: The Effect on Your Phase I Defensive Registrations in the Event that a Complainant Claims That You Did Not Meet the Eligibility Requirements.

In the event that the Panel determines that your Phase I Defensive Registration did not meet the applicable Eligibility Requirements, then the Panel shall exercise the remedies set forth in Paragraph 5(f)(iii).

5. Procedure.

(a) Selection of Provider. The complainant shall select the Provider from those on the list of Providers available at by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 5(c).

(b) Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

(c) Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN. Notwithstanding the foregoing, if you seek to register a Personal Name that conflicts with a Defensive Registration(s) that is held by more than one registrant, you must name all such registrants as parties to your administrative proceeding.

(d) Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel shall be paid in accordance with Paragraph 19 of the Rules.

(e) Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

(f) Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to:

(i) for disputes over Registered Names,

(A) requiring the cancellation of your Registered Name,

(B) if the complainant represents and warrants that the complainant meets the Eligibility Requirements for a domain name or SLD E-mail registration corresponding to the Registered Name, then the complainant may request that your Registered Name be transferred to the

complainant, subject to the complainant's payment of registration fees and satisfaction of other procedures for registration, and

(C) if the complainant does not represent that the complainant meets the Eligibility Requirements for a domain name or SLD E-mail registration corresponding to the Registered Name, then the complainant may elect to register the Registered Name as a Defensive Registration blocking the challenged name, provided that upon cancellation of your Registered Name the complainant pays Defensive Registration fees, meets the Common Defensive Registration Eligibility Requirements and otherwise meets the requirements for a Defensive Registration; or

(ii) for challenges to Phase I or Phase II Defensive Registrations,

(A) the payment by you of the fees charged by the Provider in connection with the dispute,

(B) to the extent the complainant represents and warrants that the complainant meets the Eligibility Requirements, the complainant may obtain any Registered Names that would otherwise be blocked by your Defensive Registration, provided the Registered Name or Names are not blocked by other Defensive Registrations and the complainant pays any applicable registration fees and satisfies other registration procedures. In the event that the challenged Defensive Registration was a combined second and third level Defensive Registration, then such Defensive Registration shall be cancelled, and

(C) if the challenge is the third successful challenge to your Defensive Registration, then your Defensive Registration will be cancelled; or

(iii) for successful challenges to Phase I Defensive Registrations on the basis that you did not meet the applicable Eligibility Requirements you will thereafter be required to demonstrate, at your expense, and as set forth in the Rules of Procedure, that you meet the Eligibility Requirements for Phase I Defensive Registrations for all Phase I Defensive Registrations that you have registered within .name with us or with any other registrar. In the event that you are unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be canceled.

(g) Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a Defensive Registration or Registered Name. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

(h) Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your Defensive Registration or Registered Name should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's

decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in the registry Whois database. (See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your Defensive Registration or Registered Name.

6. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your Defensive Registration or Registered Name that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

7. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us or the operator of the .name registry regarding the registration and use of your Defensive Registration or Registered Name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

8. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any Defensive Registration or Registered Name under this Policy except as provided in Paragraph 3 above.

9. Transfers During a Dispute.

(a) Transfers of a Defensive Registration or Registered Name to a New Holder. You may not transfer your Defensive Registration or Registered Name to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your Defensive Registration or Registered Name unless the party to whom the Defensive Registration or Registered Name is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a Defensive Registration or Registered Name to another holder that is made in violation of this subparagraph.

(b) Changing Registrars. You may not transfer your Defensive Registration or Registered Name to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your Defensive Registration or domain name or Registered Name to another registrar during a pending court action or arbitration, provided that the Defensive Registration or Registered Name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy.

10. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <http://www.nic.name> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any Defensive Registration or Registered Name dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your Defensive Registration or Registered Name with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your Defensive Registration or Registered Name.

Appendix V

USDRP

usTLD Dispute Resolution Policy

(Approved by the U. S. Dept. of Commerce on February 21, 2002)

1. Purpose—This usTLD Dispute Resolution Policy (the “Policy”) has been adopted by the United States Department of Commerce (“DOC”). It is incorporated by reference into the usTLD Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you (as the registrant) and any party other than us (as the registrar) or the registry administrator for the usTLD (as the “Registry”) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for the usTLD Dispute Resolution Policy (the “Rules”), which are attached hereto, and the selected administrative-dispute-resolution service provider’s supplemental rules.

2. Your Representations—By applying to register a domain name, registering a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your usTLD Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else’s rights.

3. Cancellations, Transfers, and Changes—We will cancel, transfer or otherwise make changes to a domain name registration that is subject to this Policy under the following circumstances:

- a. Subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. Our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction in the United States, requiring such action; and/or
- c. Our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by the DOC.

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your usTLD Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding—This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at http://www.neustar.us/policies/dispute_providers.html (each, a

“Provider”).

a. Applicable Disputes—You are required to submit to a mandatory administrative proceeding in the event that a third party (a “Complainant”) asserts to the applicable Provider, in compliance with the Rules, that:

- i. Your domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;
- ii. You have no rights or legitimate interests in respect of the domain name; and
- iii. Your domain name has been registered in bad faith or is being used in bad faith.

In the administrative proceeding, the Complainant must prove that each of these three elements is present.

b. Evidence of Registration or Use in Bad Faith—For the purposes of Paragraph 4(a)(1)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration or use of a domain name in bad faith:

- i. Circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Complainant who is the owner of the trademark or service mark or to a competitor of that Complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name;
- ii. You have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name;
- iii. You have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- iv. By using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the Complainant’s mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint—When you receive a complaint, you should refer to the Rules in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

- i. You are the owner or beneficiary of a trade or service mark that is identical to the domain name;
- ii. Before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the

domain name in connection with a bona fide offering of goods or services;

iii. You (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

iv. You are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider—The Complainant shall select the Provider from among those approved by DOC by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel—The Rules state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the “Administrative Panel”).

f. Consolidation—In the event of multiple disputes between you and a Complainant, either you or the Complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by DOC.

g. Fees—All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the Complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules, in which case all fees will be split evenly by you and the Complainant.

h. Our Involvement in Administrative Proceedings—We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies—The remedies available to a Complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the Complainant.

j. Notification and Publication—The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered

with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings—The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the Complainant from submitting the dispute to a court of competent jurisdiction in the United States for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel’s decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the Complainant in a jurisdiction to which the Complainant has submitted under Paragraph 3 of the Rules. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel’s decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation—All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes—We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo—We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute

a. Transfers of a Domain Name to a New Holder—You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars—You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications—We reserve the right to modify this Policy at any time with the permission of DOC. We will post our revised Policy at <URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of the change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

Rules for the usTLD Dispute Resolution Policy (the “Rules”)

Administrative proceedings for the resolution of disputes under the usTLD Dispute Resolution Policy adopted by DOC shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

1. Definitions

In these Rules:

Complainant means the party initiating a complaint concerning a domain name registration.

DOC refers to the United States Department of Commerce.

Mutual Jurisdiction means a court jurisdiction in the United States at the location of either (a) the principal office of the Registrar of the domain name in question, or (b) the domain name holder's address as shown for the registration of the domain name in Registrar's Whois database at the time a complaint is submitted to a Provider. If neither (a) or (b) are located within the United States, then Mutual Jurisdiction shall lie in solely in the Commonwealth of Virginia.

Panel means an administrative panel appointed by a Provider to decide a complaint concerning a domain name registration.

Panelist means an individual appointed by a Provider to be a member of a Panel.

Party means a Complainant or a Respondent.

Policy means the usTLD Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.

Provider means a dispute-resolution service provider approved by DOC. A list of such Providers appears at http://www.neustar.us/policies/dispute_providers.html.

Registrar means the entity with which the Respondent has registered a domain name that is the subject of a complaint.

Registration Agreement means the agreement between a Registrar and a domain name holder.

Respondent means the holder of a domain name registration against which a complaint is initiated.

Reverse Domain Name Hijacking means using the Policy in bad faith to attempt to deprive a registered domain name holder of a domain name.

Supplemental Rules means the rules adopted by the Provider administering a proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Provider and the Panel, and the form of cover sheets.

2. Communications

a. Any written communication required under these Rules shall be made by the means specified by the Complainant or the Respondent, respectively, or in the absence of such specification:

- i. By facsimile with a confirmation of transmission;
- ii. By postal or courier service, postage pre-paid and return receipt requested; and/or
- iii. Electronically via the Internet, provided a record of its transmission is available.

b. Any communication to the Provider or the Panel shall be made in accordance with the Provider's Supplemental Rules.

c. All communications shall be made in the language prescribed in Paragraph 11.

d. Either Party may update its contact details by notifying the other Party, the Provider and the Registrar.

- e. Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:
 - i. If delivered by facsimile transmission, on the date shown on the confirmation of transmission;
 - ii. If by postal or courier service, on the date marked on the receipt; or
 - iii. If via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

- f. Except as otherwise provided in these Rules, all time periods calculated under these Rules shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(e).

- g. Except as otherwise provided in these Rules, any communication by:
 - i. A Panel to any Party shall be copied to the Provider and to the other Party;
 - ii. The Provider, following the commencement of an administrative proceeding pursuant to Paragraph 4(c), to any Party shall be copied to the other Party; and
 - iii. A Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

- h. It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes.

- i. In the event that a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Provider of the circumstances of the notification.

3. The Complaint

- a. Any person or entity may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by DOC. (Due to capacity constraints or for other reasons, a Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity may submit the complaint to another Provider.)

- b. The complaint shall be submitted in hard copy (with annexes) and in electronic form (without annexes).

- c. The complaint shall:
 - i. Request that the complaint be submitted for decision in accordance with the Policy and Rules and describe why the domain name registration should be considered subject to the Policy;
 - ii. Provide the full name, postal and e- mail addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;

- iii. Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;
- iv. Designate whether Complainant elects to have the dispute decided by a single member or a three-member Panel and, in the event Complainant elects a three member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any DOC-approved Provider's list of panelists);
- v. Provide the full name of the Respondent and, if different from the contact details available in the Whois database for the domain name, provide all information known to the Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings;
- vi. Specify the domain name(s) that is/are the subject of the complaint;
- vii. Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;
- viii. Specify the trademark(s) or service mark(s) on which the complaint is based and, for each mark, describe the goods or services, if any, with which the mark is used (the Complainant may also separately describe other goods) and;
- ix. Describe, in accordance with the Policy, the grounds on which the complaint is made including,
 - (1) The extent to which the domain name(s) is/are identical or confusingly similar to a trademark or service mark in which the Complainant has rights;
 - (2) Why the Respondent (domain name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and
 - (3) Why the domain name(s) should be considered as having been registered or used in bad faith.
 (The description should, for elements (2) and (3), discuss any aspects of Paragraphs 4(b) and 4(c) of the Policy that are applicable. The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);
- x. Specify, in accordance with the Policy, the remedies sought;
- xi. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;
- xii. State that a copy of the complaint, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent (domain name holder), in accordance with Paragraph 2(b);

xiii. Identify the Mutual Jurisdiction to which the Complainant(s) will submit, with respect to any challenges to a decision in the administrative proceeding to transfer the domain name as follows:

“The Complainant hereby designates [identify precisely the court jurisdiction] as the Mutual Jurisdiction, for the purposes of challenges to a decision in the administrative proceeding to cancel or transfer the domain name.”

xiv. Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

“Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute’s resolution shall be solely against the domain name holder and waives all such claims and remedies against (a) the dispute resolution provider and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Department of Commerce, as well as their directors, officers, employees, and agents.”

“Complainant certifies that the information contained in this Complaint is to the best of Complainant’s knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument”; and

xv. Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute and any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.

c. The complaint may relate to more than one domain name, provided that the same domain name holder registers the domain names.

4. Notification of Complaint

a. The Provider shall review the complaint for formal compliance with the Policy and the Rule. If the complaint is found to be in compliance, the Provider shall notify it to the Respondent, in the manner prescribed by Paragraph 2(a). For the purposes of notifying the Complainant, the Provider shall not be required to use any contact details other than those available in the Whois database for the domain name(s) in dispute.

b. If the Provider finds the complaint to be formally deficient, it shall promptly notify the Complainant of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

c. The date of commencement of the administrative proceeding shall be the date on which

the Provider completes its responsibilities under Paragraph 2(a) in connection with forwarding the Complaint to the Respondent.

d. The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and DOC of the date of commencement of the administrative proceeding.

5. The Response

a. Within twenty (20) calendar days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

b. The response shall be submitted in hard copy (with annexes) and in electronic form (without annexes).

c. The response shall:

- i. Specifically respond to the statements and allegations contained in the complaint and include any and all bases for the Respondent to retain registration and use of the disputed domain name;
- ii. Provide the name, postal and e- mail addresses, and the telephone and telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the administrative proceeding;
- iii. Specify a preferred method for communications directed to the Respondent in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;
- iv. If Complainant has elected a single-member panel in the Complaint (see Paragraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;
- v. If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any DOC-approved Provider's list of panelists);
- vi. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;
- vii. Conclude with the following statement followed by the signature of the Respondent or its authorized representative:
"Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good- faith and reasonable argument."; and
- viii. Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

d. If Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent shall be required to pay one-half of the applicable fee for a three-member Panel as set forth in the Provider's Supplemental Rules. This payment shall be made together with the submission of the response to the Provider. In the event that the required payment is not made, the dispute shall be decided by a single-member Panel.

e. At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the Provider approves the stipulation.

f. If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

6. Appointment of the Panel and Timing of Decision

a. Each Provider shall maintain and publish a publicly available list of panelists and their qualifications.

b. If neither the Complainant nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists. The fees for a single-member Panel shall be paid entirely by the Complainant.

c. If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Paragraph 6(e). The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

d. Unless it has already elected a three-member Panel, the Complainant shall submit to the Provider, within five (5) calendar days of communication of a response in which the Respondent elects a three-member Panel, the names and contact details of three candidates to serve as one of the Panelists. These candidates may be drawn from any DOC-approved Provider's list of panelists.

e. In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of panelists. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to the Parties, the

Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.

f. Once the entire Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

7. Impartiality and Independence—A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

8. Communication Between Parties and the Panel—No Party or anyone acting on its behalf may have any unilateral communication with the Panel.

9. Transmission of the File to the Panel—The Provider shall forward the case file as soon as the last Panelist is appointed in the case of a three-member Panel.

10. General Powers of the Panel

a. The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.

b. In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

c. The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.

d. The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

e. A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. Language of Proceedings—All communications shall be made in English.

12. Further Statements—In addition to the complaint and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

13. In-Person Hearings—There shall be no in-person hearings (including hearings by

teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

14. Default

a. In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.

b. If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences there from as it considers appropriate.

15. Panel Decisions

a. A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

b. In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6.

c. In the case of a three-member Panel, the majority shall make the Panel's decision.

d. The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).

e. Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or was brought primarily to harass the domain name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

16. Communication of Decision to Parties

a. Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and DOC. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and DOC the date for the implementation of the decision in accordance with the Policy.

b. Except if the Panel determines otherwise (see Paragraph 4(j) of the Policy), the Provider shall publish the full decision and the date of its implementation on a publicly

accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see Paragraph 15(e) of these Rules) shall be published.

17. Settlement or Other Grounds for Termination

a. If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.

b. If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. Effect of Court Proceedings

a. In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

b. In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See Paragraph 8 above.

19. Fees

a. The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. A Respondent electing under Paragraph 5(b)(iv) to have the dispute decided by a threemember Panel, rather than the single-member Panel elected by the Complainant, shall pay the Provider one-half the fixed fee for a three-member Panel. See Paragraph 5(c). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under Paragraph 19(d). Upon appointment of the Panel, the Provider shall refund the appropriate portion, if any, of the initial fee to the Complainant, as specified in the Provider's Supplemental Rules.

b. The Provider shall not take any action on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 19(a).

c. If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

d. In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

20. Exclusion of Liability—Except in the case of deliberate wrongdoing, neither the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under the Policy and the Rules.

21. Amendments—The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the express written approval of DOC.

Appendix VI

NDRP

NEXUS DISPUTE POLICY

1. Purpose—This Nexus Dispute Policy (the “Policy”) has been adopted by NeuStar, Inc., the Administrator for .US, and approved by the United States Department of Commerce (“DOC”). It is incorporated by reference into the usTLD Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you (as the registrant) and any party other than us (as the registrar) or the registry administrator for the usTLD (as the “Registry”) over the registration and use of an Internet domain name registered by you in violation of the Nexus Requirements set forth at www.neustar.us. Proceedings under Paragraph 3 of this Policy will be conducted according to the Rules for the usTLD Nexus Dispute Policy (the “Rules”).

2. Your Representations—By applying to register a domain name, registering a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your usTLD Registration Agreement are complete and accurate; (b) you are not registering the domain name for an unlawful purpose; and (c) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration is in compliance with the usTLD Registration Agreement.

3. Mandatory Administrative Proceeding—You are required to submit to a mandatory administrative proceeding in the event that a third party (a “Complainant”) asserts to the dispute provider (“Provider”), in compliance with the Rules, that your domain name has been registered or is being used in violation of the Nexus Requirements.

a. Evidence of Noncompliance with US Nexus—For the purposes of Paragraph 3, the following circumstances, in particular but without limitation, if found by the Provider to be present, shall be evidence of noncompliance with the Nexus Requirements:

- i. You are not (a) a United States citizen, (b) a permanent resident of the United States of America or any of its possessions or territories, or (c) primarily domiciled in the United States of America or any of its possessions; or
- ii. You are not a United States entity or organization that is (a) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories, or (b) organized or otherwise

constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States or a political subdivision thereof, and non-commercial organizations based in the United States); or

iii. You are not a foreign entity (including an individual) or organization that has a *bona fide* presence in the United States of America. In order to have a “*bona fide* presence”, you must have real and substantial lawful connections with, or lawful activities in, the United States of America.

b. Initiation of Proceeding and Process and Appointment of Panelist—The Rules state the process for initiating and conducting a proceeding and for appointing the dispute provider panelist that will decide the dispute (“Panelist”).

c. Fees—All fees charged by Provider in connection with any dispute before an Panelist pursuant to this Policy shall be paid by the Complainant.

d. Our Involvement in Administrative Proceedings—We do not, and will not, participate in the administration or conduct of any proceeding before a Panelist. In addition, we will not be liable as a result of any decisions rendered by the Panelist.

e. Remedies—The remedies available to a Complainant pursuant to any proceeding before a Panelist shall be limited to requiring the cancellation of your domain name.

f. Notification and Publication—The Provider shall notify us of any decision made by a Panelist with respect to a domain name you have registered with us.

g. Availability of Court Proceedings—The mandatory administrative proceeding requirements set forth in Paragraph 3 shall not prevent either you or the Complainant from submitting the dispute to a court of competent jurisdiction in the United States for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If a Panelist ultimately decides that your domain name registration should be canceled, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by Provider of the Panelist’s decision before

implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the Complainant in a jurisdiction to which the Complainant has submitted under Paragraph 3 of the Rules. If we receive such documentation within the ten (10) business day period, we will not implement the Panelist's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

4. All Other Disputes and Litigation—All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 3 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

5. Our Involvement in Disputes—We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

6. Maintaining the Status Quo—We will not cancel, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

7. Transfers During a Dispute

a. Transfers of a Domain Name to a New Holder—You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 3 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars—You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 3 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

8. Policy Modifications—We reserve the right to modify this Policy at any time, subject to DoC approval. We will post our revised Policy at www.neustar.us at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to the Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of the change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

RULES FOR NEXUS DISPUTE POLICY (THE “RULES”)

Administrative proceedings for the resolution of disputes under the Nexus Dispute Policy adopted by DOC shall be governed by these Rules.

1. Definitions

In these Rules:

Complainant means the party initiating a complaint concerning a domain name registration.

DOC refers to the United States Department of Commerce.

Mutual Jurisdiction means a court jurisdiction in the United States at the location of either (a) the principal office of the Registrar of the domain name in question, or (b) the domain name holder’s address as shown for the registration of the domain name in Registrar’s Whois database at the time a complaint is submitted to a Provider. If neither (a) or (b) are located within the United States, then Mutual Jurisdiction shall lie in solely in the Commonwealth of Virginia.

Nexus Requirements means those requirements set forth at

www.neustar.us.

Panelist means an administrative Panelist appointed by Provider to decide a complaint concerning a domain name registration.

Party means a Complainant or a Registrant.

Policy means the Nexus Dispute Policy that is incorporated by reference and made a part of the Registration Agreement.

Provider means a dispute-resolution service provider performing services under agreement with NeuStar, as approved by DOC. A list of such Providers appears at http://www.neustar.us/policies/dispute_providers.html.

Registrar means the entity with which the Registrant has registered a domain name that is the subject of a complaint.

Registration Agreement means the agreement between a Registrar and a domain name holder.

Registrant means the holder of a domain name registration against which a complaint is initiated.

2. Communications

- a. Any written communication required under these Rules shall be made by the means specified by the Complainant or the Respondent, respectively, or in the absence of such specification:
 - i. By facsimile with a confirmation of transmission;
 - ii. By postal or courier service, postage pre-paid and return receipt requested; and/or
 - iii. Electronically via the Internet, provided a record of its transmission is available.

- b. Any communication to the Provider or the Panelist shall be made in accordance with the Provider's Supplemental Rules.

- c. All communications shall be made in English.

- d. Either Party may update its contact details by notifying the other Party, the Provider and the Registrar.

- e. Except as otherwise provided in these Rules, or decided by a Panelist, all communications provided for under these Rules shall be deemed to have been made:
 - i. If delivered by facsimile transmission, on the date shown on the confirmation of transmission;
 - ii. If by postal or courier service, on the date marked on the receipt; or
 - iii. If via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

- f. Except as otherwise provided in these Rules, all time periods calculated under these Rules shall begin to run on the earliest date that the

communication is deemed to have been made in accordance with Paragraph 2(e).

- g. Except as otherwise provided in these Rules, any communication by:
 - i. A Panelist to any Party shall be copied to the Provider and to the other Party;
 - ii. The Provider, following the commencement of an administrative proceeding pursuant to Paragraph 4(c), to any Party shall be copied to the other Party; and
 - iii. A Party shall be copied to the other Party, the Panelist and the Provider, as the case may be.

h. It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes.

i. In the event that a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Provider of the circumstances of the notification.

3. The Complaint

a. Any person or entity may initiate a Nexus Dispute by submitting a complaint in accordance with the Policy and these Rules to the Provider.

b. The complaint shall be submitted in hard copy (with annexes) and in electronic form (without annexes).

c. The complaint shall:

- i. Request that the complaint be submitted for decision in accordance with the Policy and Rules and describe why the domain name registration should be considered subject to the Policy;
- ii. Provide the full name, postal and e-mail addresses, and the telephone and facsimile numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;
- iii. Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;
- iv. Provide the full name of the Respondent and, if different from the contact details available in the Whois database for the domain name, provide all information known to the Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings;
- v. Specify the domain name(s) that is/are the subject of the complaint;
- vi. Identify the Registrar(s) with whom the domain name(s) is/are

- registered at the time the complaint is filed;
- vii. Describe, in accordance with the Policy, the grounds on which the complaint is made including, the extent to which the domain name(s) is/are being used in violation of the Policy.
 - viii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;
 - ix. State that a copy of the complaint has been sent or transmitted to the Registrant (domain name holder), in accordance with Paragraph 2(b);
 - x. Identify the Mutual Jurisdiction to which the Complainant will submit with respect to any challenges to a decision in the administrative proceeding to delete the domain name
 - xi. Conclude with the following statement followed by the signature of the Complainant or its authorized representative:
“Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute’s resolution shall be solely against the domain name holder and waives all such claims and remedies against (a) the dispute -resolution provider and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Department of Commerce, as well as their directors, officers, employees, and agents.”
“Complainant certifies that the information contained in this Complaint is to the best of Complainant’s knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument”; and
 - xii. Annex any documentary or other evidence together with a schedule indexing such evidence.

d. The complaint may relate to more than one domain name, provided that the same domain name holder registers the domain names.

4. Notification of Complaint

a. The Provider shall review the complaint for formal compliance with the Policy and the Rules. If the complaint is found to be in compliance, the Provider shall notify the Registrant. For the purposes of notifying the Registrant, the Provider shall not be required to use any contact details other than those available in the Whois database for the domain name(s) in dispute.

b. If the Provider finds the complaint to be formally deficient, or if the Complainant has not included its Fees with the Complaint, the Provider shall promptly notify the Complainant of the nature of the deficiencies

identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

c. The date of commencement of the administrative proceeding shall be the date on which the Provider forwards the Complaint to the Registrant.

d. The Provider shall notify the Complainant, the Respondent, and the concerned Registrar(s) of the date of commencement of the administrative proceeding.

e. Upon notification by the Provider of the pending dispute, the domain name shall be “locked” by the Registry until the matter is resolved. While in a “locked” position, Registrant may not (i) change any of the contact information for that particular domain name or (ii) transfer the domain name to any third party.

5. Appointment of the Panelist. The Provider shall appoint a single panelist within five (5) calendar days following receipt of the response by the Provider.

6. Impartiality and Independence—An appointed Panelist shall be impartial and shall disclose any circumstances giving rise to justifiable doubt as to the Panelist’s impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

7. Initial Provider Decisions

a. The Provider shall make an initial evaluation of the complaint on the basis of the statements and documents submitted by the Complainant in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.

b. In the event that the Provider finds that the Complainant has not established a prima facie case that Registrant has not met any of the Nexus Requirements, the Provider shall issue a letter to the Complainant denying its challenge. In addition, the Provider shall communicate the full text of the decision to each Party, and the concerned Registrar(s).

c. In the event that the Provider finds that the Complainant has established a prima facie case that Registrant has not met any of the Nexus Requirements set forth at www.neustar.us the Provider shall issue a letter to Registrant to submit evidence of compliance with the Nexus

Requirements (“Letter”).

8. Registrant Response to Letter. If the Provider issues a Letter, Registrant shall have a period of thirty (30) calendar (the “Response Period”) days from the date of the Letter to submit evidence of compliance with the Nexus Requirements. The response shall:

- i. Specifically respond to the statements contained in the Letter and include any and all basis for the Registrant to retain registration and use of the disputed domain name on the basis of being in compliance with the Nexus Requirements;
- ii. Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Registrant and of any representative authorized to act for the Registrant in the administrative proceeding;
- iii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;
- iv. State that a copy of the response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(a);
- v. Conclude with the following statement followed by the signature of the Registrant or its authorized representative:
“Registrant certifies that the information contained in this Response is to the best of Registrant’s knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.”; and
- vi. Annex any documentary or other evidence upon which the Registrant relies, together with a schedule indexing such documents.

9. Panelist Evaluation of Response / Period to Cure

a.If, within the Response Period, Registrant submits evidence establishing any of the Nexus Requirements, the Panelist shall issue, within fourteen (14) business days from the end of the Response Period, a written finding directing that Registrant be permitted to keep the domain name. In addition, the Provider shall communicate the full text of the Panelist decision to each Party, and the concerned Registrar(s).

b.If the Panelist determines that the evidence submitted fails to demonstrate that the Registrant met any of the Nexus Requirements prior to the date the Policy was invoked, the Panelist shall issue, within fourteen (14) business days from the end of the Response Period, a finding that Registrant has failed to meet the Nexus Requirements (“Nexus Failure Finding”) and shall communicate such Nexus Failure Finding to each Party.

c.If the Registrant does not respond within the Response Period, the Provider shall issue a Nexus Failure Finding.

d.In the event that a Nexus Failure Finding is made, the Provider shall communicate such finding to each Party. Registrant shall be given a total of thirty (30) days (the “Cure Period”) to submit documentation demonstrating that it has cured the Nexus Requirement deficiency.

1. The response to a Nexus Failure Finding shall:
 - i. Specifically respond to the statements contained in the Nexus Failure Finding and include any and all bases and associated documentation demonstrating that the Nexus Requirements have been cured.
 - ii. Annex any documentary or other evidence upon which the Registrant relies, together with a schedule indexing such documents.
2. If Registrant is able to demonstrate to the Panelist within the Cure Period that it has cured the Nexus Failure, the Panelist shall issue, within 14 business days from the end of the Cure Period, a written finding directing that Registrant be permitted to keep the domain name. In addition, the Panelist shall communicate the full text of the decision to each Party, and the concerned Registrar(s).
3. If the Panelist determines that the evidence submitted fails to demonstrate that the Registrant has cured the Nexus Failure, the Panelist shall issue, within 14 days from the end of the Cure Period, a written finding directing that the domain name be deleted from the Registry database and placed into the list of available domain names.
4. If the registrant does not respond within the Cure Period days the Provider shall issue a written finding directing that the domain name be deleted from the Registry database and placed into the list of available domain names.

10. Communication Between Parties and the Panelist—No Party or anyone acting on its behalf may have any unilateral communication with the Panelist.

11. General Powers of the Panelist

- a. The Panelist shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the Policy and these Rules.
- b. In all cases, the Panelist shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.
- c. The Panelist shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panelist.

d. The Panelist shall determine the admissibility, relevance, materiality and weight of the evidence.

e. The Panelist shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. Further Statements—In addition to the complaint and the response, the Panelist may request, in its sole discretion, further statements or documents from either of the Parties.

12. In-Person Hearings—There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panelist determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the complaint.

13. Grounds for Termination. If, before the Panelist’s decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panelist shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panelist.

14. Effect of Court Proceedings

a. In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, the Panelist shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

b. In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, it shall promptly notify the Panelist.

15. Fees

a. The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required.

b. The Provider shall not take any action on a complaint until it has received from Complainant the initial fee.

16. Exclusion of Liability—Except in the case of deliberate wrongdoing, neither the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under the Policy and the

Rules.

17. Amendments—The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the approval of DOC.

Appendix VII

Registrar Transfer Dispute Resolution Policy (announced by ICANN on 12 July 2004 and effective as of 12 November 2004)

In any dispute relating to Inter-Registrar domain name transfers, Registrars are encouraged to first of all attempt to resolve the problem among the Registrars involved in the dispute. In cases where this is unsuccessful and where a registrar elects to file a dispute, the following procedures apply. It is very important for Registrars to familiarize themselves with the Transfer Dispute Resolution Policy (TDRP) as described in this document before filing a dispute. Transfer dispute resolution fees can be substantial. It is critical that Registrars fully understand the fees that must be paid, which party is responsible for paying those fees and when and how those fees must be paid.

The TDRP and corresponding procedures will apply to all domain names for which transfer requests are submitted on or after the effective date of this policy.

1. Definitions

1.1 Dispute Resolution Panel

The Dispute Resolution Panel shall mean an administrative panel appointed by a Dispute Resolution Provider ("Provider") to decide a Request for Enforcement concerning a dispute under this Dispute Resolution Policy.

1.2 Dispute Resolution Provider

1.3 The Dispute Resolution Provider must be an independent and neutral third party that is neither associated nor affiliated with either Registrar involved in the dispute or the Registry Operator under which the disputed domain name is registered. ICANN shall have the authority to accredit one or more independent and neutral Dispute Resolution Providers according to criteria developed in accordance with this Dispute Resolution Policy.

1.4 FOA

Form of Authorization - The standardized form of consent that the Gaining Registrar and Registrar of Record are required to use to obtain authorization from the Registrant or Administrative Contact in order to properly process the transfer of domain name sponsorship from one Registrar to another.

1.5 Gaining Registrar

The Registrar that submitted to the Registry the request for the transfer of a domain sponsorship from the Registrar of Record.

1.6 Registrar of Record

The Registrar of Record for a domain name for which the Registry received a transfer of sponsorship request.

1.7 Registrant

The Registrant is the individual or organization that registers a specific domain name. This individual or organization holds the right to use that specific domain name for a specified period of time, provided certain conditions are met and the registration fees are paid. This person or organization is the "legal entity" bound by the terms of the relevant service agreement with the Registry operator for the TLD in question.

1.8 Registry (Registry Operator)

The organization authorized by ICANN to provide registration services for a given TLD to ICANN-accredited Registrars.

1.9 Supplemental Rules

The Supplemental Rules shall mean those rules adopted by the Registry Operator, in the case of First Level disputes (as set forth below), or the Provider administering a proceeding (in the case of all other disputes) to supplement this Policy. Supplemental Rules shall be consistent with this Dispute Resolution Policy and shall cover topics such as fees, word and page limits and guidelines, the means for communicating with the Provider, and the form of cover sheets.

1.10 Transfer Policy

The Policy on Transfer of Sponsorship of Registrations between Registrars which is in force as part of the Registry-Registrar Agreement executed between a Registrar and the Registry, as well as the Registrar Accreditation Agreement which is executed between ICANN and all ICANN-accredited registrars.

2. Dispute Resolution Process

There are two possible steps to the Registrar Transfer Dispute Resolution Process. A Registrar may elect one or both of the steps pursuant to the rules below. In the event a Registrar either files a Request for Enforcement (as described below) with a Second-Level Dispute Provider, or files an Appeal (as described below) with a Dispute Provider, it may not revert to the First-Level Registry option later for the same filing or matter presented for resolution.

2.1 First Level - Registry Operator

A Registrar may choose to file a dispute directly with the relevant Registry Operator. Any decisions made by the Registry Operator may be appealed to a Dispute Resolution Provider. A

Registrar may file a dispute directly to a Dispute Resolution Provider; however, in that case the filing Registrar would forfeit any right to appeal the decision of the Dispute Resolution Provider.

2.2 Second-Level - Dispute Resolution Panel

The primary intent of this step is to provide a means for registrars to appeal decisions made by the Registry at the first level of the dispute resolution process, but it may also be used as the first step if a registrar so elects. The decision of the Dispute Resolution Panel is final, except as it may be appealed to a court of competent jurisdiction.

2.3 Statute of Limitations

A dispute must be filed no later than six (6) months after the alleged violation of the Transfer Policy. In the case where a Registrar of Record alleges that a transfer was in violation of this Policy, the date the transfer was completed shall be deemed the date in which the "alleged violation" took place. In the case where a Gaining Registrar alleges that a transfer should have taken place, the date in which the NACK (as defined below) was received by the Registry, shall be deemed the date in which the "alleged violation" took place.

3. Dispute Procedures at the First Level (Registry)

3.1 Registrar files a Request for Enforcement with the applicable Registry Operator

3.1.1 Either the Gaining or Registrar of Record ("Filing Registrar") may submit a Request for Enforcement. This must be done in accordance with the Supplemental Rules adopted by the applicable Registry Operator.

3.1.2 The Request for Enforcement shall be submitted to the Registry and to the Respondent (the Non-filing Registrar) in electronic form and shall:

- (i) Request that the Request for Enforcement be submitted for decision in accordance with the Registrar Transfer and Dispute Resolution Policy and the applicable Supplemental Rules;
- (ii) Provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Filing Registrar and those representatives authorized by the Filing Registrar to act on behalf of the Filing Registrar in the administrative proceeding;
- (iii) Provide the name of the Respondent and all information (including any postal and e-mail addresses and telephone and fax numbers) known to Filing Registrar regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings;
- (iv) Specify the domain name(s) that is/are the subject of the Request for Enforcement;
- (v) Specify the incident(s) that gave rise to the dispute;

(vi) Describe, in accordance with the Policy, the grounds on which the Request for Enforcement is based;

(vii) State the specific remedy being sought (either approval or denial of the transfer);

(viii) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(ix) Certify that a copy of the Request for Enforcement, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent; and

(x) Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"<insert name of Filing Registrar> agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against the Registry Operator as well as its directors, officers, employees, and agents, except in the case of deliberate wrongdoing or gross negligence."

"<insert name of Filing Registrar> certifies that the information contained in this Request for Enforcement is to the best of Filing Registrar's knowledge complete and accurate, that this Request for Enforcement is not being presented for any improper purpose, such as to harass, and that the assertions in this Request for Enforcement are warranted under this Policy and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."

3.1.3 The Request for Enforcement may relate to more than one domain name, provided that the domain names involve the same Filing Registrar and Respondent and that the claims arise out of the same or similar factual circumstances.

3.1.4 The Request for Enforcement shall annex the following documentary evidence (as applicable and available) in electronic form if possible, together with a schedule indexing such evidence:

(i) For the Gaining Registrar:

a. Completed Form of Authorization ("FOA")

b. Copy of the Whois output for the date transfer was initiated, which was used to identify the authorized Transfer Contacts

c. Copy of evidence of identity used

d. Copy of a bilateral agreement, final determination of a dispute resolution body or court order in cases when the Registrant of Record is being changed simultaneously with a Registrar Transfer

e. Copies of all communications made to the Registrar of Record with regard to the applicable transfer request along with any responses from the Registrar of Record

(ii) For the Registrar of Record:

a. Completed FOA from Registrar of Record if applicable

b. Copy of the Whois output for the date the transfer was initiated

c. Relevant history of Whois modifications made to the applicable registration

d. Evidence of one of the following if a transfer was denied:

- fraud;
- UDRP action;
- court order;
- Registrant or administrative contact identity dispute in accordance with Section 4 [Registrar of Record Requirements]
- applicable payment dispute along with evidence that the registration was put on HOLD status;
- express written objection from the Registered Name Holder or Administrative Contact;
- LOCK status along with proof of a reasonable means for the registrant to remove LOCK status as per Section __ of Exhibit __ to this Agreement;
- domain name within 60 days of initial registration; or
- • domain name within 60 days of a prior transfer.

e. Copies of all communications made to the Gaining Registrar with regard to the applicable transfer request along with any responses from the Gaining Registrar.

3.2 The Non-Filing Registrar ("Respondent") shall have seven (7) calendar days from receipt of the Request for Enforcement to prepare a Response to the Request for Enforcement ("Response").

3.2.1 The Response shall be submitted in electronic form to both the Registry and Filing Registrar and shall:

(i) Respond specifically to the statements and allegations contained in the Request for Enforcement (This portion of the response shall comply with any word or page limit set forth in the Dispute Resolution Provider's Supplemental Rules.);

(ii) Provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Respondent (non-filing Registrar);

(iii) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the Request for Enforcement;

(iv) State that a copy of the Response has been sent or transmitted to the Filing Registrar;

(v) Conclude with the following statement followed by the signature of the Respondent or its authorized representative:

"Respondent certifies that the information contained in this Response is to the best of Respondent's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

(vi) Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

3.2.2 At the request of the Respondent, the Registry Operator may, in exceptional cases, extend the period of time for the filing of the response, but in no case may the extension be more than an additional five (5) calendar days. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Registry Operator.

3.2.3 If a Respondent does not submit a response, in the absence of exceptional circumstances, the Registry Operator shall decide the dispute based upon the Request for Enforcement.

3.3 Registry Operator must review all applicable documentation and compare registrant/contact data with that contained within the authoritative Whois database and reach a conclusion not later than 14 days after receipt of the Response.

3.3.1 If the data included in the Request for Enforcement does not match the data listed in the authoritative Whois, the Registry Operator must contact each Registrar and require additional documentation.

3.3.2 If the Gaining Registrar cannot provide a complete FOA with data matching that contained within the authoritative Whois database, then the Registry Operator shall find that the transfer should be reversed. In the case of a thick Registry, if the Registrar of Record's Whois is not accessible or invalid, the Registry Operator's Whois should be used. In the case of a thin Registry, if the Registrar of Record's Whois is not accessible or is invalid, the Registry Operator must notify ICANN and place the dispute on hold until such time as the specific problem is resolved by ICANN.

3.3.3 In the case where a Registrar of Record denies a request for a domain name transfer ("NACKs"), the Registrar of Record must provide evidence of one of the factors for which it is allowed to NACK. If the Registrar of Record cannot provide evidence that demonstrates any of the factors, and the Gaining Registrar provides to the Registry a complete FOA with data matching that contained within the authoritative Whois database, then the transfer must be approved to be processed.

3.3.4 If the data provided by neither Registrar appears to be conclusive, then the Registry shall issue a finding of "no decision." If the data provided to the Registry is complete and provides sufficient basis for a determination based on the Policy, the Registry may not issue a finding of "no decision." Either Registrar shall be able to appeal such issue to a Second-Level Dispute Resolution Provider in accordance with the provisions set forth below.

3.4 Fees for First-Level Dispute Resolution Service

3.4.1 There is no filing fee assessed to the Filing Registrar at the time the Request for Enforcement is submitted to the Registry Operator.

3.4.2 The Registrar that does not prevail in the dispute will be assessed a fee to be set by the Registry Operator. Such fee shall be set forth in the Registry's Supplemental Rules that are in effect at the time that the Request for Enforcement was filed.

3.4.3 This fee shall not be passed on to the Registrant.

3.4.4 This fee will be charged after a final decision is rendered by the Registry. In the case that the Registry issues a finding of "no decision," the Registry Operator shall collect the applicable fees from the Filing Registrar.

3.5 Availability of Court Proceedings

The procedures set forth above shall not prevent a Registrar from submitting a dispute to a court of competent jurisdiction for independent resolution before such an administrative proceeding is commenced or after such proceeding is concluded. If a Registry Operator decides a domain name registration should be transferred (either to the Gaining Registrar, or alternatively, back from the Gaining Registrar to the Registrar of Record), the Registry will wait fourteen (14) calendar days after it is informed of the decision before implementing that decision. The Registry will then implement the decision unless it has received during that fourteen (14) calendar day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that a lawsuit has commenced with respect to the impacted domain name(s). If such documentation is received by the Registry Operator within the fourteen (14) calendar day period, the decision will not be implemented until (i) evidence is presented to the Registry Operator that the parties have resolved such dispute; (ii) evidence is presented to the Registry Operator that the lawsuit has been dismissed or withdrawn; or (iii) the Registry Operator receives a copy of an order from such court.

4. Dispute Procedures at the Second Level with a Dispute Resolution Provider

4.1 The services of the Dispute Resolution Panel may be invoked in any of the following two situations:

- (i) A Filing Registrar may elect to skip the First-Level dispute process at Registry level and submit a Request for Enforcement directly with a Dispute Resolution Provider;
- (ii) The non-prevailing Registrar in a First-Level dispute proceeding may submit an appeal of the applicable Registry Operator's decision to the Dispute Resolution Provider. Additionally, in the case where the result in the First-Level dispute process is a "no-decision," either Registrar may file an Appeal of such decision to a Dispute Resolution Provider.

4.2 Initial Request for Enforcement

4.2.1 In the event that the Filing Registrar elects to submit a Request for Enforcement to the Dispute Resolution Provider in lieu of submitting a Request for Enforcement to the applicable Registry Operator, the obligations and responsibilities set forth in Sections 3.1 through 3.2 above shall apply.

4.2.2 The Dispute Resolution Panel appointed by the Dispute Resolution Provider must review all applicable documentation and compare registrant/contact data with that contained within the authoritative Whois database and reach a conclusion not later than thirty (30) days after receipt of Response from the Respondent.

- (i) If the data does not match the data listed in authoritative Whois, the Dispute Resolution Panel should contact each Registrar and require additional documentation.
- (ii) If the Gaining Registrar is unable to provide a complete FOA with data matching that contained within the authoritative Whois database at the time of the transfer request, then the Dispute Resolution Panel shall find that the transfer should be reversed. In the case of a thick Registry, if the Registrar of Record's Whois is not accessible or invalid, the applicable Registry Operator's Whois should be used. In the case of a thin Registry, if the Registrar of Record's Whois is not accessible or is invalid, the Dispute Resolution Provider may place the dispute on hold until such time as the problem is resolved.
- (iii) In the case where a Registrar of Record NACKs a transfer, the Registrar of Record must provide evidence of one of the factors for which it is allowed to NACK as set forth in Section 3.1.4 (ii) of this Dispute Resolution Policy. If the Registrar of Record cannot provide evidence that demonstrates any of the factors, and the Gaining Registrar provides to the Dispute Resolution Provider a complete FOA with data matching that contained within the authoritative Whois database at the time of the transfer request, then the transfer should be approved.

(iv) Unlike under the First-Level dispute process, the Dispute Resolution Panel may not issue a finding of "no decision." It must weigh the applicable evidence in light of the Transfer policies

and determine, based on a preponderance of the evidence, which Registrar should prevail in the dispute and what resolution to the Request for Enforcement will appropriately redress the issues set forth in the Request for Enforcement.

(v) Resolution options for the Dispute Resolution Panel are limited to the following:

a. Approve Transfer

b. Deny the Transfer (or ordering the domain name be returned to the Registrar of Record in cases where a Transfer has already occurred)

4.3 Appeal of First Level Dispute Decision or Registry Operator Finding of "No-Decision."

4.3.1 In the event that the Registrar which does not prevail in the First-Level dispute is dissatisfied by the Registry-Operator's decision, such Registrar may file an appeal with a Dispute Resolution Provider, provided that such appeal is filed no later than fourteen (14) calendar days after the date on which the First-Level decision was issued.

4.3.2 In the event that the Registry Operator issues a finding of "no-decision" in accordance with Section 3.3.4 above, either Registrar may file an appeal of such decision with a Dispute Resolution Provider, provided that such appeal is filed no later than fourteen (14) calendar days after the date on which the First-Level decision was issued.

4.3.3 In either case, the document submitted by the Registrar to the Dispute Resolution Provider shall be referred to as an "Appeal."

4.3.4 The Appellant shall submit the Appeal in electronic form and shall:

(i) Request that the Appeal be submitted for decision in accordance with the Policy and these Rules;

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Appellant and of any representative authorized by the Appellant to act on behalf of the Appellant in the administrative proceeding;

(iii) Provide the name of the Appellee and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Appellee regarding how to contact Appellee or any representative of Appellee, including contact information based on pre-Request for Enforcement and pre-Appeal dealings;

(iv) Specify the domain name(s) that is/are the subject of the Appeal;

(v) Specify the incident(s) which gave rise to the dispute;

(vi) State the basis for such appeal, including specific responses to the findings of the Registry Operator in the First-Level Dispute process. (This portion of the response shall comply with any word or page limit set forth in the Dispute Resolution Provider's Supplemental Rules);

(vii) Specify, in accordance with the Policy, the remedies sought;

(viii) Identify any other related legal proceedings known to the Appellant that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(ix) State that a copy of the Appeal, together with the cover sheet as prescribed by the Dispute Resolution Provider's Supplemental Rules, has been sent or transmitted to the Appellee; and

(x) Conclude with the following statement followed by the signature of the Appellant or its authorized representative:

"Appellant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the Appellee and waives all such claims and remedies against the Dispute Resolution Provider and the Registry Operator as well as their directors, officers, employees, and agents, except in the case of deliberate wrongdoing or gross negligence."

"Appellant certifies that the information contained in this Appeal is to the best of Appellant's knowledge complete and accurate, that this Appeal is not being presented for any improper purpose, such as to harass, and that the assertions in this Appeal are warranted under this Policy and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."

4.3.5 The Appeal may relate to more than one domain name, provided that the domain names involve the same decision issued by the Registry Operator for the First-Level Dispute.

4.3.6 The Appeal shall annex any documentary evidence that was not already submitted to the Registry Operator during the First-Level Dispute.

4.3.7 A Dispute Resolution Provider must request all documentation relating to the First-Level Dispute from the applicable Registry Operator no later than seven (7) calendar days of receipt of the appeal. The Registry Operator shall submit such documentation to the Dispute Resolution Provider within seven (7) days of such request.

4.3.8 The Dispute Resolution Panel must review all applicable documentation and reach a conclusion not later than 30 calendar days after receipt of the Appeal.

(i) The Dispute Resolution Panel may submit questions to the Registry, the Appellant or Appellee.

(ii) Responses to all such questions must be received by the Dispute Resolution Panel within 7 days.

(iii) The Dispute Resolution Panel shall review each Appeal on a De Novo basis. Although the Dispute Resolution Panel is not bound by the findings of the Registry Operator in an Appeal, it shall have the discretion to consider such findings in reaching its own conclusions. The purpose of the Dispute Resolution Panel should be to make a determination as to whether the Appeal has merit based solely on the requirements of the current Transfer policy and determine the appropriate resolution to the issues presented.

(iv) The Remedies ordered by the Dispute Resolution Panel shall be limited to:

- Approval of a Transfer
- Denial of the Transfer (or ordering the domain name be returned to the Registrar of Record in cases where a Transfer has already occurred)

4.4 Fees for Second-Level Dispute Resolution Service

4.4.1 In the case of either a Request for Enforcement or an Appeal filed at the Second Level, the applicable Dispute Resolution Provider shall determine the applicable filing fee ("Filing Fee"). The specific fees along with the terms and conditions governing the actual payment of such fees shall be included in the Dispute Resolution Provider's Supplemental Rules.

4.4.2 In the event that the Filing Registrar or Appellant, whichever applicable, does not prevail in a Second-Level dispute, the Filing Fees shall be retained by the Dispute Resolution Provider.

4.4.3 In the event that the Filing Registrar or Appellant, whichever applicable, prevails in a Second-Level dispute, the Respondent or Appellee, whichever applicable, must submit to the Dispute Resolution Provider, the Filing Fees within fourteen (14) calendar days after such decision. In such an event, the Dispute Resolution Provider shall refund to the Filing Registrar or Appellant, whichever applicable, the Filing Fees, no later than fourteen (14) calendar days after it receives the Filing Fees from the Respondent or Appellee. Such fees must be paid regardless of whether a Court Proceeding is commenced in accordance with Section 4.5 below. Failure to pay Filing Fees to the Dispute Resolution Provider may result in the loss of accreditation by ICANN.

4.5 Availability of Court Proceedings

The procedures set forth above shall not prevent a Registrar from submitting a dispute to a court of competent jurisdiction for independent resolution before such administrative proceeding is commenced or after such proceeding is concluded. If a Dispute Resolution Panel decides a domain name registration should be transferred (either to the Gaining Registrar, or alternatively, back from the Gaining Registrar to the Registrar of Record), such Registrar will wait fourteen (14) calendar days after it is informed of the decision before implementing that decision. The Registry will then implement the decision unless it has received from either of the parties to the dispute during that fourteen (14) calendar day period official documentation (such as a copy of a

complaint, file-stamped by the clerk of the court) that a lawsuit has commenced with respect to the impacted domain name(s). If such documentation is received by the Registry, as applicable, within the fourteen (14) calendar day period, the decision will not be implemented until (i) evidence is presented that the parties have resolved such dispute; (ii) evidence is presented that the lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing the lawsuit or ordering certain actions with respect to the domain name.